IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.58 OF 2004
IN
SUMMARY SUIT NO.3045 OF 2003

Rajni V. Valecha ..Plaintiff.

Vs.

Chittaranjan Damodar Shah & Anr. ..Defendants.

Ms.S.U.Lakdawala i/b.M/s.Kukreja & Co., Advocate for the Plaintiff.

Mr.R.Pradhan, Advocate for the Defendants.

CORAM: S.J.VAZIFDAR, J.
DATED: 18TH JANUARY, 2005

P.C. :

The suit is filed on the basis of a Bill of Exchange in the sum of Rs.50,000/-. Defendant No.1 is the drawer of the Bill of Exchange. Defendant No.2 is the acceptor.

2. The execution of the Bill of Exchange is not denied. It is however denied that it was executed for valuable consideration. However, the Defendants have not even attempted to give any explanation as to why they accepted the Bill of Exchange. The presumption of consideration is therefore not displaced.

3. The Plaintiff by her Advocate’s notice demanded payment of the amounts due with interest. No reply was sent to the letter. In the affidavit in reply, it is alleged that upon receiving the said notice the Defendant orally informed the Plaintiff that nothing was due and payable, that she agreed to the same and assured that she would not institute any legal proceedings thereon. The allegation is blatantly false.

4. In the circumstances, there is no defence to the suit. The Summons for Judgment is therefore made absolute with costs.

Refund of Court fees as per rules.

For the purpose of refund, all parties including the Prothonotary and Senior Master to act on an ordinary copy of this order duly authenticated by the Associate/Court Stenographer.